

---

**CITY OF SAN ANTONIO  
PURCHASING DEPARTMENT**

---

Issued By: LB/rm  
RFO NO.: 05-014

Date Issued: November 8, 2004  
Page 1 of 14

---

**REQUEST FOR OFFERS FOR  
“SUN MICROSYSTEMS” FICON CHANNEL ADAPTER**

---

The City Of San Antonio Purchasing Department is requesting offers for a SUN MICROSYSTEMS FICON CHANNEL ADAPTER under Sections 271.081-271.083 Local Government Code, V. T. C. A., Section 2155.204 and 2157.001 of the Texas Local Government Code, Title 8, Subtitle C, Subchapter D allows for catalogue purchase procedures for automated information systems.

**PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST AND  
PROVIDE YOUR OFFER UP UNTIL 4:30PM NOVEMBER 29, 2004.**

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%  
AABE Goal: 3% SBE Goal: 50%

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) \_\_\_\_\_

☐ Female Owned ☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Other (specify) \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**This offer will not be considered timely unless this page is properly  
executed and returned with all required information.**

**Please complete the following:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Company Vendor Identification Number (13 digits)**

\_\_\_\_\_  
**Address**

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
**Phone Number Fax Number**

\_\_\_\_\_  
**City, State, Zip Code**

**FOR CITY USE ONLY**

**AWARD**

---

<b>Items Accepted:</b>	<b>Ordinance No:</b>	<b>Date:</b>	<b>Amount:</b>
------------------------	----------------------	--------------	----------------

---

Approved: \_\_\_\_\_

**CITY OF SAN ANTONIO**

The City of San Antonio Purchasing Department is willing to assist any vendor(s) in the interpretation of offer provisions or explanation of how forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260

**RESPONSES MAY BE SUBMITTED BY:**

**FAX AT (210) 207-7270**

**OR**

**BY MAIL OR IN PERSON AT:**

**Purchasing and General Services Department**

**Attn: SUN MICROSYSTEMS FICON CHANNEL ADAPTER (05-014)**

**131 W. Nueva**

**San Antonio, TX 78204**

---

**By signing below, vendor acknowledges that he/she has read, understands and agrees to the terms and conditions contained within this request for offer.**

---

**Authorized Signature and Title**

---

**Printed Name and Title**

---

**Date Signed**

---

**TERMS AND CONDITIONS OF REQUEST FOR OFFERS****READ CAREFULLY****1. GENERAL CONDITIONS**

Vendors are required to submit their offers upon the following expressed conditions

- (a) Vendors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Items purchased from this contract will be provided in accordance with the State of Texas program criteria and guidelines adopted by the City of San Antonio.
- (c) Please direct questions concerning this request for offers to Mr. Lane Brinson at (210) 207-6554 or email at [cbrinson@sanantonio.gov](mailto:cbrinson@sanantonio.gov).
- (d) Vendor's are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any offer, after being awarded, becomes subject to the Open Information Act, Government Code Chapter 552, therefore vendor must clearly indicate any portion of the submitted offer that the offerer claims is not subject to public inspection under the Open Information Act.
- (e) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

**2. CATALOG INFORMATION SERVICES VENDOR (CISV) DESIGNATION**

- (a) Vendors must be designated as a Catalog Information Services Vendor (CISV) under the Texas Building and Procurement Center's (TBPC) State Catalogue Purchase Program. Vendors must provide a catalogue available on paper or electronically through a Texas Building and Procurement Center approved URL (universal resource locator) with their prices that includes all items covered in this document or show evidence that they have filed an update with the TBPC. The City will not purchase any item from a vendor, which is not a part of their approved catalog.

Evaluation and selection of the successful vendor will include purchase price, Catalog Information Services Vendor (CISV) designation, and availability of contract items from CISV catalog.

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract.

**3. INTERLOCAL PARTICIPATION**

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Offer (hereafter "RFO"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this

RFO shall be listed on a rider attached hereto, if known at the time of issuance of the RFO. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this Request for Offer. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.

- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.
- (e) **CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

#### 4. PREPARATION OF OFFERS

Offers will be prepared in accordance with the following:

- (a) Responses may be submitted by fax at (210) 207-7270 or by mail or in person at:

Purchasing and General Services Department  
Attn: SUN MICROSYSTEM FICON CHANNEL ADAPTER (05-014)  
131 W. Nueva  
San Antonio, TX 78204

- (b) All information required by the request for offer form shall be furnished or the offer may be deemed non-responsive. The vendor shall print or type name and manually sign the schedule.
- (c) Alternate offers may be allowed at the sole discretion of the City.
- (d) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (e) Any offer that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any offer that is considered for award by each unit or line item must include a price for each unit or line item for which the offerer wishes to be considered. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (f) Vendors submitting offers on hardware must prove, upon request, that they are an authorized reseller of the products being offered and are required to provide written proof stating that they are authorized to quote prices, distribute the products and provide warranty support.
- (g) Vendors will neither include federal taxes nor State of Texas limited sales excise and use taxes in quoted prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by vendor.
- (h) By submittal of this offer, vendor certifies to the best of his/her knowledge that all information is true and correct.

## **5. DESCRIPTION OF SUPPLIES**

- (a) Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each offer must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.
- (b) All items must be completely compatible with the City of San Antonio's existing system and network. Items must also be the latest manufacturer announced product change and release unless otherwise specified by the City of San Antonio.
- (c) The vendor shall supply technical and operational information including the cost of available options for each product.
- (d) Discontinued items must be substituted with a comparable item that meets or exceeds the specifications of the discontinued item and made available to the City at the same or lesser cost. Any substitute or price decrease proposed must be submitted in writing on company letterhead by the vendor and approved by the City of San Antonio Purchasing and General Services Department.
- (e) In the case of new or advanced technology, the City may purchase the newer technology without violating this contract. Also, the City may accept a substitute during the contract period from the contractor provided it is a comparable item that meets or exceeds specifications AND the price does not exceed that of the original item. If a substitute is proposed, the City reserves the right to require the vendor to demonstrate the compatibility of any product proposed by the vendor.

## **6. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, vendor agrees, by submittal of this offer, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

## **7. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, vendor shall provide product samples and/or testing of items offered to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify vendor from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the vendor. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

## **8. REJECTION OF OFFERS**

- (a) The City may reject an offer if:
  - 1) The vendor misstates or conceals any material fact in the offer; or
  - 2) The offer does not strictly conform to law or the requirements of the request for offer;
  - 3) The offer is conditional, except that the vendor may qualify the offer for acceptance by the City on an “All or None” basis or a “Low Item” basis. An “All or None” basis offer must include all items upon which offers are invited.
- (b) In the event that a vendor is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the offer, or if awarded the contract, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent vendor as a result of such contract.
- (c) The City may, however, reject all offers whenever it is deemed in the best interest of the City to do so, and may reject any part of an offer unless the offer has been qualified as provided in 7(a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any offer, to include failure to submit sufficient response copies, failure to submit literature or similar attachments, or business affiliation information.

## **9. LATE OFFERS OR MODIFICATIONS**

Offers and modifications received after the time set for the RFO deadline will not be considered.

## **10. CLARIFICATION TO SPECIFICATIONS**

- (a) If any person contemplating submitting an offer for this contract is in doubt as to the true meaning of the specifications, other related documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the request for offer, if made, will be made only by addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving request for offers. The City will not be responsible for any other explanation or interpretation of the proposed offer made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this request for offer must be filed in writing with the Director of Purchasing on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the vendor’s response when the vendor response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the vendor response in any fashion and such information must be provided within two days from request.

## **11. AWARD OF CONTRACT**

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible vendor or to the vendor who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this offer, unless the vendor qualifies his/her offer by specific limitations. Re Par.8 (a) 3 above.

- (c) Breaking of tie offers shall be in accordance with V.T.C.A. Local Government Code § 271.901.
- (d) Although the information furnished to vendors specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities offered in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.
- (e) Quantities shown are estimates and will be used for evaluation purposes only
- (f) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of offers when future usages are unable to be determined.

## 12. PERFORMANCE DEPOSIT

The following provisions shall apply **only** when a performance deposit is specified as required in this Request for Offer.

- (b) The successful vendor(s) must furnish the City of San Antonio with a performance deposit in the amount set forth in the Request for Offer. This deposit is not to be submitted with the offer, but must be presented to the Purchasing Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor(s) shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with condition thereof.
- (f) Failure of vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefor, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the 10-day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this offer is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing, with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

## 13. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

#### 14. REQUEST FOR RESULTS

Any party requesting documents relating to the results for this RFO shall make a request in writing to the Purchasing and General Services Department by fax at (210) 207-7270 or by email at [cbrinson@sanantonio.gov](mailto:cbrinson@sanantonio.gov). Requests for results must have the RFO name and number clearly marked on the cover sheet or stated in the email subject line. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

#### 15. FUNDING OUT PROVISION

In the event that through no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, the City of San Antonio shall, 30 days prior to the beginning of the fiscal year for which funds are not appropriated, send the successful vendor written notice stating that the City of San Antonio failed to appropriate funds.

#### 16. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

#### 17. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- (c) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY**, **PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the



negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

## **18. INSURANCE**

If required, specific insurance provisions will be included in the request for offer specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain at all times during performance of the contract the insurance detailed in the specifications. Failure to provide this document may result in disqualification of offer.

## **19. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

## **20. WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services. Standard manufacturers warranty will apply unless specifically stated otherwise in the terms and conditions of this request for offer.

## **21. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing Department.

## **22. ASSIGNMENT**

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the Purchasing Department.

## **23. PRICING**

- (a) Vendors will neither include federal taxes nor State of Texas limited sales excise and use taxes in offered prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by vendor.
- (b) The price provided by the vendor must include ALL costs associated with each and every item being offered.
- (c) Where there is an error in extension of price, the unit price shall govern.
- (d) Quoted prices must remain firm for the duration of the contract period unless a manufacturer's published price increase or decrease is announced. In the event of such announcement, the City should benefit from any price

decrease. Any price increase proposed must be submitted in writing to the Purchasing and General Services Department within 15 days of such increase. Manufacturer notification must accompany proposed increase. The City of San Antonio must approve, in writing, any increase before changes will be effective. Prices may not be increased by more than 3% of the original price quoted. At the City's request, the vendor will provide a list of current prices for items covered under this contract.

## 24. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## 25. CONTRACT TERMINATION

- (a) TERMINATION-BREACH:

Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

- (b) TERMINATION-NOTICE:

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

- (c) TERMINATION-FUNDING:

City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

## 26. DELIVERY

- (a) All items must be delivered in original, sealed manufacturers packaging and include manufacturer documentation and manuals.
- (b) Vendor shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Request for Offer conditions. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the offerer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Request for Offers or the Purchase Order and bears the risk of loss until delivery. If this Request for Offers or Purchase Order does not contain delivery instructions, vendors shall request instructions in writing from the Director of

Purchasing. If the delivery instructions contained in the Request for Offers allocate delivery costs and risks in a manner contrary to this section, the provisions of this Request for Offers shall prevail.

- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible vendors as determined by the Purchasing & General Services Department.

## **27. INTERLOCAL PARTICIPATION**

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

## **REQUIREMENTS AND SPECIFICATIONS**

SCOPE: The City of San Antonio is requesting offers from Catalog Information Services Vendors for a Sun Microsystems FICON Channel Adapter in accordance with the State of Texas Catalogue Purchase Program. This system will be utilized by the Information Technology Services Department for the storage of electronic data.

This FICON adapter will be attached to an SunStor SE9960 disk controller frame unit (DKC410I) or SE9910 integrated controller and disk array frame unit (DKC415I) and provides IBM Z890 Mainframe connectivity through two Fibre Channel 2-port adapters with short wavelength laser diode connected to fibre-optical cable for channel portion of both storage clusters (two ports for each storage cluster).

### STANDARD REQUIREMENTS:

1. Prospective vendors must prove beyond any doubt to the City Purchasing Agent that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. Inside delivery must be included in the price with all transportation charges being prepaid. The vendor must protect the City from risk of loss or damage in the process of delivery. Vendors must specify the city purchase order number and serial numbers of all items on the packing slip. The serial number in bar code format and purchase order number must be on a label placed on the exterior side of all boxes.
3. Award will be made to one vendor only.

### GENERAL REQUIREMENTS AND SPECIFICATIONS:

1. All equipment offered must be compatible with the current City IT infrastructure and network.
2. Manufactures user documentation and user manuals must be provided.
3. Complete delivery and Installation to designated location is required.
4. The current Amdahl mainframe is connected to the SunStor 9960 using an ESCON (Enterprise Solution Connectivity) card.
5. The FICON (Fiber connectivity) card replacing the ESCON card must connect IBM mainframe and allow access storage on the SunStor 9960.
6. A detailed maintenance, repair and support plan is required for products and services to be sold through the CISV program. Include the following in the plan:
  - A. Contact person - this person will be responsible for the company's customer service related calls questions, complaints etc.

- B. Telephone number - this number must be the direct phone line to reach the person listed above. Help line numbers and Tech Support numbers are not accepted.
- C. Hours of operation for the company's offices or the hours in which the contact person listed in the Maintenance Repair and Support Plan can be reached
- D. Any and all applicable warranty or other support information regarding the company's product or services.
- E. A stated guarantee that the vendor will make available equivalent replacement parts for a product sold to the City until at least the third anniversary of the date the product is discontinued.

**PRICE SCHEDULE**

<b><u>ITEM</u></b>	<b><u>MODEL</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>PRICE</u></b>
1	XT8-DKC-F410I-4MS	Sun Microsystems Ficon Adapter	1 EA	Price: \$_____ Each

Delivery will be made within \_\_\_\_\_ days.